

ITB-6548
Contract #3693

Term Contract for Inspection, Maintenance and Service of
HVAC Equipment

EXTENSION OF PRICE

1. If awarded an agreement as a result of this quote, will you extend your quoted prices to political subdivisions in Marion County (and notify Indianapolis Purchasing Division upon initial extension to an additional subdivision)?

YES ✓ ~~KE~~

NO _____

2. If awarded an agreement as a result of this quote will you extend your quoted prices to political subdivisions in adjoining counties (and notify Indianapolis Purchasing division upon initial extension to an additional subdivision)?

YES ✓ ~~KE~~

NO _____

[Political subdivisions include cities, towns, school corporations, and county governments. If you mark YES you are agreeing that you are willing to extend your quoted price/proposed price to any of these entities if they wish to purchase off of any Agreement resulting from this quote.]

3. Will there be a freight differential required to extend to pricing to political subdivisions outside Marion County?

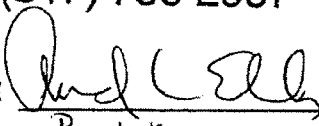
YES If more than
30 miles outside
Marion County ~~KE~~

NO _____

4. The City of Indianapolis DOES NOT accept responsibility for purchase orders issued by other political subdivisions.

5. All political subdivisions must be willing to accept quoted items(s) as described in the specifications without any change or alteration, no matter how minute, once the quote is accepted by the City of Indianapolis.

ELLIS MECHANICAL, INC.
2929 BLUFF ROAD
INDPLS., IN 46225-2208
(317) 786-2957

By: 
President
9/01/09

BP01926
Contract # 3693
XC00117270

**AMENDMENT TO
SERVICES AGREEMENT BETWEEN
THE CITY OF INDIANAPOLIS AND
ELLIS MECHANICAL, INC.**

This Amendment to Agreement between the City of Indianapolis and Ellis Mechanical, Inc., for heating, ventilation and air conditioning service and repair services ("Amendment") is entered into by and between the City of Indianapolis (hereinafter referred to as the "City") and Ellis Mechanical, Inc. (hereinafter referred to as "Vendor").

WHEREAS, the parties entered into an agreement ("Agreement") for heating, ventilation and air conditioning service and repair services commencing on January 3, 2007 and terminating in January 3, 2009; and

WHEREAS, Vendor and City desire to renew the Agreement at the same terms and conditions for an additional two (2) year term through and including January 3, 2011.

NOW, THEREFORE, in consideration of the mutual undertakings and covenants contained herein, the parties hereby agree to amend the Agreement as follows:

1. The attached letter shall serve as the written and accepted notice of renewal and is hereby incorporated as Attachment C to the Agreement.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates subscribed below.

City of Indianapolis ("City")

By: Carol C. Metz Date: 10/21/08
Carol Metz
Administrator
Division of Purchasing

Ellis Mechanical, Inc. ("Vendor")

By: Andrew L. Ellis Date: 10/30/08
Printed: ANDREW L. ELLIS
Title: Pres

APPROVED AS TO FORM AND LEGALITY:

By: April E. Schultheis Date: 10-9-08
April E. Schultheis
Assistant Corporation Counsel

APPROVED FOR EXECUTION

By: David P. Reynolds ① Date: 11-17-08
David Reynolds
Controller

Mayor Gregory A. Ballard

By: Chris W. Cotterill Date: 11/19/08
Chris W. Cotterill
Mayor's Designee

3m
11/4/08

Attachment C

City of
Indianapolis
Gregory A. Ballard, Mayor



September 18, 2008

Andrew L. Ellis
Ellis Mechanical Company
2929 Bluff Road
Indianapolis, IN 46225

Re: ITB-6548, Possible Renewal of Term Quote for HVAC Services.

Dear Mr. Ellis:

Our records indicate the above referenced contract will expire on January 3, 2009. The Purchasing Division of the City of Indianapolis has expressed an interest in renewing this contract with your firm at the original pricing, terms and conditions for an additional two year period.

Please indicate below if your firm would be willing to renew this contract and return this letter to my attention utilizing the form below by no later than September 25, 2008. You may fax this response back to my attention at (317) 327-4493.

Note: This document is an inquiry only and does not constitute a contract.

Sincerely,


David Condon
Buyer

☒ We are willing to renew the above referenced contract at the same terms and conditions. (We understand that a renewal may only be authorized by the departments governing Board or Board designee.)

☐ We are unable to renew this contract.

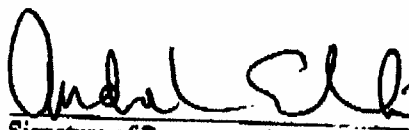
Ellis Mechanical, Inc.

Company Name

September 22, 2008

Date

cc: Dept Contact
File



Signature of Representative

Andrew L. Ellis

Printed Name of Representative

President

Title

1522 County Building
200 East Washington Street
Indianapolis, Indiana 46204
<http://www.indygov.org/purch>

Office of Finance and Management
Purchasing Division

Telephone.....317.327.4493
Fax.....317.327.4493

ELLIS MECHANICAL & ELECTRICAL

Commercial/Industrial/Residential Heating, Cooling & Electrical

Fax Cover Sheet

To:	David Condon	Fax:	317-327-4493
From:	Andrew Ellis	Date:	9/22/08
Re:	ITB-6548 Renewal	Pages:	2
CC:			
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle			

Attached is a signed Renewal Request for the HVAC Services contract.
Please let me know if you need anything else. Thank you.

2929 Bluff Road
Indianapolis, IN 46225
(317) 786-2957 Office (317) 786-2958 Fax

9+327+4335

01:27:51 p.m. 09-18-2008

1 / 1

City of
Indianapolis
Gregory A. Ballard, Mayor



September 18, 2008

Andrew L. Ellis
Ellis Mechanical Company
2929 Bluff Road
Indianapolis, IN 46225

Re: ITB-6548, Possible One Year Renewal of Term Quote for HVAC Services.

Dear Mr. Ellis:

Our records indicate the above referenced contract will expire on January 3, 2009. The Purchasing Division of the City of Indianapolis has expressed an interest in renewing this contract with your firm at the original pricing, terms and conditions for an additional two year period.

Please indicate below if your firm would be willing to renew this contract and return this letter to my attention utilizing the form below by no later than September 25, 2008. You may fax this response back to my attention at (317) 327-4493.

Note: This document is an inquiry only and does not constitute a contract.

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David Condon
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☒ We are willing to renew the above referenced contract at the same terms and conditions. (We understand that a renewal may only be authorized by the departments governing Board or Board designee.)

☐ We are unable to renew this contract.

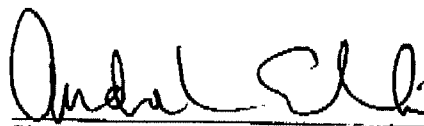
Ellis Mechanical, Inc.

Company Name

September 22, 2008

Date

cc: Dept Contact
File



Signature of Representative

Andrew L. Ellis

Printed Name of Representative

President

Title

Office of Finance and Management
Purchasing Division

1522 County Building
200 East Washington Street
Indianapolis, Indiana 46204
<http://www.indygov.org/purch>

Telephone.....317.327.4990
Fax.....317.327.4493

1TB6S48
file
OK
Ann
1-3-07

SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the City of Indianapolis (hereinafter referred to as "City"), and Ellis Mechanical, Inc. (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include these Terms and Conditions, the Attachment described in Sections 2 and 4 and attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.04 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.05 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

- 2.01 Contractor shall provide heating, ventilation and air conditioning service and repair services as set forth in Attachment A, attached hereto and made a part thereof.

SECTION III. TERM

- 3.01 This Agreement shall commence on the date this Agreement is last executed and shall terminate two (2) years after commencement.

SECTION IV. COMPENSATION

- 4.01 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachment A.
- 4.02 Payment will be made in accordance with the prices listed on the pricing form of Attachment A.
- 4.03 Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to City. City shall pay Contractor within thirty days after receipt of such properly itemized claim forms.

SECTION V. GENERAL PROVISIONS

- 5.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the Consolidated City of Indianapolis and of Marion County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.03 Necessary Documentation. Contractor certifies that it will furnish City, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of City of Indianapolis, the County of Marion, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now in and will maintain its good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.
- 5.04 Confidentiality of City Information.
 - 5.04.1 Contractor understands that the information provided to it or obtained from City during the performance of its services is confidential and may not, without prior written consent of City, be disclosed to a person not in City's employ except to employees or agents of Contractor who have a need to know in order to provide

the services. Further, Contractor's Work Product generated during the performance of this Agreement is confidential to City. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor shall provide notice to City prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.

5.04.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, City that is required to be kept confidential by City pursuant to Indiana law except as contemplated by this section, clause (d).

5.05 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by City or any other authorized representative of the City of Indianapolis, Marion County, Indiana. Copies thereof, if requested, shall be furnished at no cost to City.

5.06 Ownership of Documents and Materials.

5.06.1 All documents, including records, programs, data, film, tape, articles, memos, and other materials, created or developed under this Agreement, shall be considered "work for hire" and Contractor transfers any ownership claim to the City of Indianapolis and all such matters will be the property of the City of Indianapolis. Use of these materials, other than related to contract performance by Contractor, without the prior written consent of City, is prohibited. During the performance of the services specified herein, Contractor shall be responsible for any loss or damage to these materials developed for or supplied by City and used to develop or assist in the services provided herein while the materials are in the possession of Contractor. Any loss or damage thereto shall be restored at Contractor's expense. Full, immediate, and unrestricted access to the work product of Contractor during the term of this Agreement shall be available to City. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers in accordance with professional standards.

5.06.2 Notwithstanding anything to the contrary contained in this Agreement, it is understood and agreed that Contractor shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by Contractor prior to, or acquired by Contractor during, the performance of this Agreement and the same shall not be deemed to be Work

Product or Work For Hire and Contractor shall not be restricted in anyway with respect thereto.

5.07 Insurance.

5.07.1 Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Contractor's insurance shall be not less than the amounts shown below:

A. Worker's Compensation & Disability	Statutory
B. Employer's Liability Bodily Injury Accident	\$ 100,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 100,000 each employee
C. Excess Auto Liability	\$1,000,000 (single limit) (owned, hired & non-owned)
Bodily injury & property damage	\$1,000,000 each accident
D. Umbrella Excess Liability	\$1,000,000 each occurrence and aggregate

5.07.2 Certificates of Insurance, naming the City of Indianapolis as an "additional insured," (C. and D. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with City prior commencement of any work. These Certificates shall contain a provision that coverage afforded and the

policies will not be canceled until at least thirty (30) days after written notice has been given to City.

5.07.3 With the prior approval of City, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

5.07.4 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts. Notwithstanding any other provision of this Agreement, Contractor shall provide all insurance coverage required the documents provided by City.

5.08 Termination for Cause or Convenience.

5.08.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.

5.08.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice (delivered certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with City prior to termination. If termination for convenience is effected by City, Contractor's compensation shall be equitably adjusted.

5.08.3 Upon receipt of a termination action for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.08.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph 5.08.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

- 5.09 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.
- 5.10 Indemnification. Contractor agrees to indemnify, defend, and hold harmless the City of Indianapolis and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by Contractor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. City shall not provide such indemnification to Contractor, provided, however, that Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omission of City.
- 5.11 Key Persons. It is hereby agreed by the parties hereto that the work described in this Agreement to be performed by Contractor is of a personal services, highly professional in nature, and that the identity of the individual who is to be personally responsible for such work is of prime importance to City. The parties therefore agree that in the event of the death or disability of Contractor, or, if Contractor's signatory to this Agreement is a firm, partnership, or corporation, in the event of the termination of employment of anyone understood to be personally responsible for the work described in this Agreement, City may, without penalty and in its discretion, terminate this Agreement, and make its own new Agreement with any other party for completion of the work herein described.
- 5.12 Notice. Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be sent to:
- | | |
|------------------------|--|
| <i>To Contractor:</i> | <i>to City:</i> |
| Andy Ellis | Carol Metz, Administrator |
| Ellis Mechanical, Inc. | City of Indianapolis Purchasing Division |
| 2929 Bluff Road | 1522 City County Building |
| Indianapolis, IN 46225 | 200 E. Washington, St. |
| | Indianapolis, IN 46204 |
- 5.13 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne

by Contractor, and Contractor shall make no claim against City for such costs. City may withhold payments on disputed items pending resolution of the dispute.

- 5.14 Non-discrimination. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
- 5.15 Conflict of Interest. Contractor certifies and warrants to City that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.
- 5.16 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.17 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.18 Applicable Laws; Forum. Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This includes the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis, County of Marion. Suit, if any, shall be brought in the State of Indiana, County of Marion.

- 5.19 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.

- 5.20 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.21 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.22 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City.
- 5.23 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor designated above, has filed proof of such authority with City and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

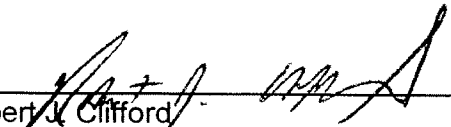
City

By: Carol C. Metz Date: 12-28-06
Printed: Carol C. Metz
Title: Purchasing Administrator

Ellis Mechanical, Inc.

By: Andrew L. Ellis Date: 12/29/06
Printed: ANDREW L. ELLIS
Title: Pres

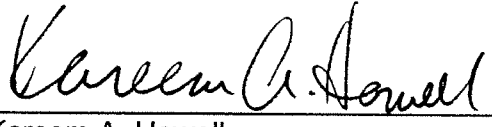
APPROVED AS TO AVAILABILITY OF FUNDING: { }
APPROVED AS TO EXECUTION: { }

By: 
Robert J. Clifford
City Controller

Date: 1-3-07

①

APPROVED AS TO FORM AND LEGALITY:

By: 
Kareem A. Howell
Special Assistant Corporation Counsel

Date: 12/27/06

Authorized by the Board of Administration, on 14 Dec, 2006.
ATTEST:

By: _____

Date: _____

Sherlonda Anderson, Presiding Officer
City/County Administrative Board President,
As Mayor's Designee

City of Indianapolis
Invitation to Bid for Term Contract
Heating, Ventilation and Air Conditioning (HVAC) Services

Note: The following terms will be included in the resulting agreement between the successful contractor and the City of Indianapolis (City). Please read carefully. **Questions pertaining to the technical specifications and bidding documents may be directed to Joelle Helsper, Purchasing Division, in writing either by email: jhelsper@indygov.org or fax (317) 327-4493, no later than one (1) week prior to due date.**

Contents

- 1.0 Definitions
- 2.0 General Terms
- 3.0 Scope of Services
- 4.0 Sample Service Agreement
- 5.0 MBE/WBE Participation Plan
- 6.0 Pricing Form
- 7.0 Subcontractor Form
- 8.0 Political Subdivision Form
- 9.0 Exception Sheet

1.0 Definitions

- 1.1 Agreement The written agreement between the City of Indianapolis and Contractor covering the services to be performed; other contract documents attached to the Agreement and made a part thereof.
- 1.2 City The City of Indianapolis and Marion County, IN.
- 1.3 Contractor A person, firm or organization who submits a bid in response to this Invitation to Bid. After award, the Contractor is that person, firm or organization with whom the City has entered into an Agreement for services.

2.0 General Terms

- 2.1 Contractor shall satisfy all requirements of the Invitation to Bid. Failure to do so may render the bid “non-responsive” and therefore invalid.
- 2.2 This Invitation to Bid seeks to establish an agreement for Heating, Ventilation and Air Conditioning (HVAC) Services. Any services performed under the resulting agreement will involve repair and/or replacement of existing systems only and will NOT involve “brand new” installations. No guaranteed minimum or maximum purchase quantities are either stated or implied. All orders shall be on an “as needed” basis. Contractor agrees to supply services at the unit price(s) offered for the duration of the term.
- 2.3 This contract may be utilized by all City and County departments and agencies.
- 2.4 The City may award a contract to a contractor who submits the overall lowest and responsive bid; or, it may split the award between two or more contractors, all to the advantage of the City. For purposes of evaluation, a split between two or more contractors will not be considered advantageous to the City if increased administrative costs offset any projected cost savings realized by splitting the award.

- 2.5 The initial contract shall be for a period of **two (2) years** after date of execution by all parties.
- 2.6 This contract may be renewed beyond the expiration date by mutual agreement of the parties. The term of the renewal may not be longer than the term of the original contract. A renewal shall be by written notice sent by either party and written acceptance by the other. All other terms and conditions of the contract shall remain the same as set forth herein, and may be amended only by written instrument signed by both the City and Contractor and attached hereto as an amendment.
- 2.7 A *Sample Service Agreement*, which includes insurance requirements, is attached for review. This document contains the City's standard terms but does not contain language specific to this contract. Any proposed exceptions to this document should be included on the *Exception Sheet*.
- 2.8 At the time of award, contractor may be required to provide proof of insurance showing existing coverage in accordance with the terms and amounts stated in the attached *Sample Service Agreement*, or the terms and amounts of insurance coverage contractor proposes to furnish in lieu of the amounts in the *Sample Service Agreement*. The proof of insurance shall be issued by a financially responsible insurance company authorized to do business in Indiana.
- 2.9 The specifications are intended to provide a foundation for open, competitive bidding of commodities or services to meet the City's needs. Minor and immaterial technical deviations may, at the discretion of the City, be deemed in *substantial* compliance with the specifications. Material variances, however, may render the Contractor *non-responsive* and ineligible for award. The use of brand names, models, etc. serves to establish the design, performance and quality level needed and not to restrict competition. (Items that are equal in design, performance and quality will be considered.) The right to evaluate specification compliance and equality is reserved to the City.
- 2.10 Contractor shall complete and return all forms with the bid, including the *Pricing Form*, *MBE/WBE Form*, *Subcontractor Form* and *Political Subdivision Form*.
- 2.11 Contractor shall explain any exceptions to the specifications and terms on the attached *Exception Sheet* and return with the bid. Please note that taking an exception may result in the bid being deemed "non-responsive" if it is determined by the City to be a material variance from the specifications or terms.
- 2.12 The City will consider all bids to be valid for not less than ninety (90) calendar days from the date of bid opening. Pricing for the awarded contract will remain firm for the life of the contract, including any renewals.
- 2.13 Contractor should submit the names and addresses of at least three (3) references for similar service agreements that the company has held in the last three (3) years. This information shall include the telephone number as well as a key contact representing the referenced organization. City may use such references to judge the Contractor's responsibility and ability to complete the work.
- 2.14 A performance bond in the amount of *twenty-five thousand dollars (\$ 25,000)* will be required from the successful Contractor. The performance bond shall be issued by a bona fide surety and made payable to the City of Indianapolis. Performance bonds shall be delivered to the Purchasing Division within ten (10) business days after receipt of award letter.

3.0 Scope of Services

- 3.1 Work may include maintenance and repair/replacement of Heating, Ventilation and Air Conditioning (HVAC) systems and components in place on City property, to include equipment from various manufacturers. The work may include small and large repairs, and replacement of non-repairable components or systems, as well as regular maintenance activities. This contract will not include "brand new" installations or upgrades to existing systems, but only repair services or "like for like" replacement of items.
- 3.2 Contractor shall supply all parts and labor necessary for repair/replacement and general maintenance activities in order to complete any work order issued under this Agreement.
- 3.3 Contractor shall be a licensed, bonded, and an insured HVAC Contractor. Contractor shall have and maintain all manufacturer certifications required for adequately servicing, repairing, and/or replacing any unit now in service in facilities owned/operated by the City. Contractor shall obtain the necessary permits when required by federal, state, or municipal laws to cover the scope of services to be performed by the Contractor. (The City shall not be responsible for the costs of any of the above documents.)
- 3.4 Contractor must have a twenty-four (24) hour phone or pager service capable of supporting responses to *Emergency Calls* within four (4) hours of notification and *Scheduled Calls* within forty-eight (48) hours of notification.
- 3.5 Contractor must include a suitable back-up provision for vacations, illnesses, or other situations that arise infrequently, but prevent the Contractor from responding directly to a notification. Contractor shall be ultimately responsible for ensuring that City needs are met at all times.
- 3.6 An "Emergency" service/repair event shall require a response within four (4) hours from the time of notification by the City, and work shall begin immediately and continue thereafter around-the-clock, to include work on weekends and official holidays, until the job is completed.
- 3.7 A "Scheduled" service/repair event shall require a response within forty-eight (48) hours from the time of notification by the City, and work shall begin immediately (or as agreed to by the City) and shall continue on a normal, 40 hour per week schedule (as necessary), to exclude work on weekends and official holidays, until the job is completed.
- 3.8 Time extensions on a job may be granted by the City based upon inclement weather, acts of God, or other events beyond the control of the Contractor. Such extensions must be in writing and agreed to by both parties.
- 3.9 Contractor shall have the capability to perform all enumerated services in-house, or by the use of fully qualified subcontractors. (Please include a list of subcontractors on the *Subcontractor Form*.)
- 3.10 All labor rates stated in bid shall include the following:
- Hourly Labor Rate(s)
 - Consumable Items
 - Overhead, Supervision, and Profits
 - Common Hand and Power Tools (general associated with HVAC services and repairs)
 - Shrinkage Losses
 - Mileage and Transportation Costs (unless approved by the City prior to work being performed)
- 3.11 The company hourly rate(s) as bid by the Contractor shall apply to all work done under the Final Agreement by the Contractor. City will pay the Contractor only for those hours actually worked.

- 3.12 Contractor shall ensure that staffing levels, labor types and hours worked are reasonable and appropriate for any given project.
- 3.13 Prior to work being performed, Contractor shall submit a *Written Quote (or Estimate)* to the City for each job on a time and materials basis, with a "not to exceed" dollar cost. The Quote shall include an itemized listing of all labor hours and materials required to complete the specific project. The cost of any special equipment rental shall also be provided for approval by the applicable department/agency. This Quote is for the City's budgetary purposes only. After project completion the City will pay only for those hours actually worked and/or materials actually required. (For "Emergency" work the written quote must be completed within a five day period of the completion of the work order.)
- 3.14 City will order the services under this Contract by purchase order or other legitimate method as determined by the department/agency. The order will detail a specific number of hours at the specific dollar amount per hour, and a specific dollar amount for any parts required to complete the service call.
- 3.15 Contractor shall submit time sheets for each project detailing hours worked, original rental sheets of approved equipment rentals, material invoices, and material delivery sheets, to the designated City representative for review and approval.
- 3.16 Invoices shall show a nomenclature of the part, manufacturer, manufacturers part number and manufactures list price then extended with contractors bid discount.
- 3.17 City will pay the Contractor for only 3 types of charges:
- Hourly Labor Rates
 - Parts & Materials
 - Approved Equipment Rental
- 3.18 It is hereby understood by both parties that time is of the essence in this agreement. Failure of the Contractor to perform Heating, Ventilation, and Air Conditioning Service/Repair as herein provided will result in liquidated damages to the City. It is hereby agreed that City will be damaged in the sum of two hundred (\$200.00) liquidated damages per day for each day Contractor is unable, or refuses, to provide the Heating, Ventilation, and Air Conditioning Service/Repair in the amount and manner herein provided. Contractor agrees to pay City said damages or, in the alternative, City may withhold monies otherwise due the Contractor. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit the City's other remedies under this agreement, or as provided by applicable law.
- 3.19 Upon the submittal of approved claims, City shall compensate the Contractor for all legitimate charges, including labor rates in an amount not to exceed the per unit prices as shown on the "Pricing Form."
- 3.20 The total amount paid to Contractor for work performed on any one project under this agreement shall not exceed *seventy-five thousand dollars (\$75,000)*. Any project whose total cost equals or exceeds \$75,000 will be bid separately in compliance with Purchasing Division rules and policies.
- 3.21 No minimum or maximum number of HVAC service/repair calls to be purchased under this agreement is stated or implied herein. There is NO guaranteed minimum dollar value for this contract, and all service/repair calls will be done on an "as needed" basis.
- 3.22 The bid prices stated shall remain in effect for the entire term of this agreement. There are no price escalators.

- 3.23 Contractor shall maintain proper accounting records for the scope of all services under this agreement and provide an accounting for all charges and expenditure as may be necessary for audit purposes. All such records shall be subject to inspection and examination by City representatives during normal business hours.
- 3.24 Contractor shall guarantee replacement parts and repairs for a minimum period of one (1) year from the date of installation or completion. Contractor shall provide the City with documentation for any manufacturer warranty periods longer than one (1) year, and shall properly inspect and install the components in a manner that does not void any manufacturer's warranty. Failure of any portion of the repairs or parts within one (1) year due to improper workmanship, materials of construction, or design may result in a refund to the City of the purchase price of that portion which failed or may result in the forfeiture of the Contractor's Performance Bond, in addition to all other remedies provided by law.
- 3.25 City shall be the sole judge of sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Chief Executive Officer of the Department in conflict and are not subject to arbitration.
- 3.26 Contractor shall be solely responsible for initiating, supervising and maintaining all needed safety precautions in connection with the work. Contractor shall take all necessary precautions for the safety of, and provide for the necessary protection to prevent damage, injury or loss to, employees, bystanders, materials, equipment and property. In so doing, Contractor shall comply with the applicable rules and regulations of any regulatory body (e.g. OSHA, IOSHA,) having jurisdiction over the safety of persons or property. Contractor shall be liable for any resulting damage arising from its operations. Hard hats shall be worn as required by OSHA, IOSHA, and local building ordinances when employees are working on City property.
- 3.27 Likewise, the Contractor shall abide by all federal, state and local laws, rules and regulations as relates to the handling, storage, transportation and disposal of hazardous waste on the project, and shall in no instance improperly store or dispose of a hazardous waste on City property. Contractor shall comply with all other environmental laws or regulations in effect.
- 3.28 The equipment to be serviced/repaired will include, but not be limited to:
- Air Conditioning Units, central type and window type installations.
 - Heating Systems, central type and single unit installations, wall or ceiling mounted.
 - Ventilation Systems, total facility size/design and special applications, some ventilating only and some combined with elements of heating and/or cooling.
- 3.29 The servicing of said units will include but not be limited to standard preventive maintenance operations to include cleaning, checking of heat chambers and supply systems, or levels of coolant and compressor condition.
- 3.30 The repair of said units will include, but not be limited to, replacement, adjustment, calibration, and repair of individual components contained within systems or units to restore the system or unit to an operational status.
- 3.31 Contractor will be responsible for assessing safety status, determining safety hazards and ordering system shutdown as needed. As part of his/her obligations under the terms of this agreement, Contractor will inform City of anticipated length of dependable service that can be reasonably expected from the units he/she will maintain or service.
- 3.32 The installation of BRAND NEW systems or units, or the performance of modifications that change the "fit, form or function" of existing systems or units is not implied or approved under the terms of this agreement. Any such work will be subject to Public Works Construction Laws, and Bid separately. Any and all replacements under this agreement will be "like for like" replacements using industry standard parts that are equal in design and quality to those of the Original Equipment Manufacturer (OEM).

- 3.33 Contractors shall be capable of performing and/or subcontracting the following operations in their entirety:
- Welding, to include but not limited to, arc, heliarc, wire feed, oxygen/acetylene, brazing, cutting, and silver soldering, on an as needed basis.
 - Full Sheet Metal fabrication and Full Fiberglass ductboard fabrication.
- 3.34 Contractor shall have the proper training, certification, and/or license and facilities to service and repair various oil, gas, and electric boilers and associated equipment; electric, electronic, and pneumatic controls; air handling equipment filtration systems; refrigeration systems; and gas, oil, or electric central or space type heating.
- 3.35 All HVAC service/repairs shall meet or exceed the standards associated with the American Society of Heating, Refrigeration, and Air Conditioning Engineers. All Electrical services/repairs shall meet or exceed the National Electrical Code Specifications and Electrical Apparatus. All welding and fabrication service/repair shall meet or exceed the American Welding Society.
- 3.36 All replacement parts shall be of the same manufacturer make and model if possible, or shall otherwise be industry standard parts equal in design and quality to those of the Original Equipment Manufacturer (OEM). Parts shall normally be "new" but may in some cases be "remanufactured" if acceptable to the department/agency. Parts that are "remanufactured" may be acceptable to the City if they have been thoroughly disassembled, inspected, rebuilt (with any needed components replaced) and certified as equal to new. All parts that have been replaced shall be made available for inspection by the City.
- 3.37 The City reserves the right to furnish any parts required to complete repairs. The City reserves the right to shop for better pricing on any specialized rental equipment.
- 3.38 All Electrical enclosures underground shall be NEMA 4, watertight.
- 3.39 Repairs may be required on, but not limited to, the following equipment:
- HVAC Equipment; air/water cooled
 - Electric, Electronic, and Pneumatic controls
 - Motors
 - Repaired motors are to have all components inspected and their condition reported to the owner
 - Motors which are re-wound shall have 2 dips and brakes unless waived by the City
 - All motors that are rewound shall have new bearings installed
 - Control disconnect switches
 - Motor Starters and contactors
 - Valves; electrical, pneumatic or manual
 - Conduits and grounding conductors
 - Refrigeration systems; high, low, medium temperatures
 - Filtration systems
 - Oil, gas, electric boilers (to 600 h.p.) producing high or low pressure steam or hot water for heating system
- 3.40 All repaired parts shall be re-installed and tested throughout their full range of operation before the job is counted complete.
- 3.41 The Contractor will be required to remove all trash, debris, or surplus materials related to the work from City property prior to completion and properly dispose of the same. (The City will not be responsible for providing for trash or material disposal unless specifically identified herein.) The Contractor shall otherwise return City property to a state equal to or better than that found at the commencement of the work.

- 3.42 The Contractor may assume the use of the City's basic utilities for the project, including standard electrical outlets, water outlets and drains, to the extent such utilities are available and suitable for the intended use. The Contractor should not assume that any special or unusual utilities are available from the facility.

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6.0 Pricing Form

When this contract is utilized, the HVAC Contractor shall provide appropriate service/repair/replacement for any facility owned or leased by the City, assuming the total project cost is less than \$75,000.

The undersigned Bidder proposes to furnish all necessary Labor, Machinery, Tools, Apparatus, Parts & Materials, Equipment, Services and other necessary supplies, and to perform, and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Invitation to Bid Documents, including any and all addenda thereto.

Hourly Rates

Bidder is responsible for filling in the Company Hourly Rate(s) below in accordance the scope of services and terms found in the Invitation to Bid. (Hourly rates shall include all consumables and other specified items as previously indicated.)

<u>TRADESMAN</u> (Regular time)	<u>\$ per hour</u>	<u>\$ per hour</u> (Overtime)	<u>\$ per hour</u> (Holiday)
1.Plumber/Steam Fitter	<u>\$50.00</u>	<u>\$54.00</u>	<u>\$54.00</u>
2.HVAC Technician	<u>\$50.00</u>	<u>\$54.00</u>	<u>\$54.00</u>
3.Electrician	<u>\$50.00</u>	<u>\$54.00</u>	<u>\$54.00</u>
4.Laborer	<u>\$20.00</u>	<u>\$24.00</u>	<u>\$24.00</u>

Parts & Materials

Current purchasing laws do not allow the City to enter into a "Cost Plus Percentage of Cost" contract. The City therefore requests that all parts and materials be provided either at a specified discount from the official Manufacturer's List Price (or General Catalog Price) or at actual cost. Parts and materials that do not have a published manufacturer list price or catalog price, or those purchased in the field (ex: home center store), shall be provided at actual cost. **The City may require that the Manufacturer's List Price or General Catalog Price for parts be submitted after the bid for the purpose of documentation. The vendor may also be required to provide the City with any updates to such documents during the contract, when such updates are made available and generally published to all customers.**

Parts & materials (other than consumable materials); please fill in the blank below and attach any additional explanation.

Percent discount from manufacturer's list Price or Catalog Price 20 % (Note: If discounts are taken from particular "columns" of a price sheet or catalog, this must be noted on an attachment)

Company Name: Ellis Mechanical, Inc.

Representative Printed Name: Andrew L. Ellis

Representative Signature: Andrew L. Ellis

Date: 10/19/06

Telephone: 317-786-2957

E-Mail: andy@ellismechanicalinc.com